

REMARKS

This Response is submitted in reply to the non-final Office Action mailed on May 20, 2008. It is believed that no fee is due in connection with this Response, however, the Director is authorized to charge any fees which may be required, or to credit any overpayment to Deposit Account No. 02-1818. If such a withdrawal is made, please indicate the Attorney Docket No. 112857-472 on the account statement.

Claims 1-28 are pending in this application. In the Office Action, Claims 1-28 are rejected under 35 U.S.C. §103. In response, Claim 21 has been amended and Claim 26 has been cancelled without prejudice or disclaimer. The amendment does not add new matter. In view of the amendment and/or for the reasons set forth below, Applicants respectfully submit that the rejections are improper and should be withdrawn.

Claims 1-22 and 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mas Ribes, US 2003/0079123, henceforth known as Ribes. However, Ribes fails to disclose or suggest a payment-notification process and a right-to-use process as embodied by the present invention. Instead, Ribes teaches a negotiation phase which further includes user and/or platform authentication specifying restrictions imposed by the mobile code distributor as to the user and/or platform involved, and/or payment/licensing evaluation. The platform authentication offers some guarantee that the receiving peer uses the mobile code in the proper way and does not violate the payment/licensing agreement between the sending peer and the mobile code distributor. See, Ribes, paragraph [0035]. For example, consider a mobile program that queries remote databases. If a remote database requires a paid subscription, the receiving peer is restricted from using said database based on the payment/licensing evaluation. See, Ribes, paragraph [0092]. In other words, the payment/licensing evaluation insures that the sending peer will not be charged for the actions of the receiving peer, but Ribes fails to suggest a means for the receiving peer to pay (transfer an electronic value to) the sending peer for accessing the mobile program in the first place. Thus, the payment/licensing evaluation is used to restrict how the mobile code is used based on limitations set by the mobile code distributor and does not involve transferring electronic values or a utilization right between the receiving peer and the sending peer.

As embodied by the claims and further supported by the specification, Applicants disclose how a user transfers an electronic value to another user by way of the value issuance apparatus. See, specification, page 60, lines 21-23. An electronic value of the requesting user is paid as a price to utilize a resource connected to the main apparatus of the sending user when the requesting user makes an attempt to utilize the resource. Additionally, the value issuance section generates a transaction-result revealing a completion of the electronic-value transfer. See, specification, page 60, lines 15-20. After the electronic value transaction has been completed, the sending user issues a right to utilize the resource to the receiving user. See, specification, page 19, lines 16-18.

Accordingly, Applicants respectfully request that the obviousness rejection with respect to Claims 1-22 and 25-28 be reconsidered and the rejection be withdrawn.

Dependent Claims 23 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ribes as applied to Claim 21 which they depend thereon, and further in view of Takayama et al., US 2004/0103063 A1, henceforth known as Takayama.

Independent Claim 21 has been amended to recite, in part, “electronic-value managing means for managing said electronic values in the form of an account managed by using an apparatus ID included in a certificate of each of said main apparatus or by using an ID associated with said apparatus ID.” Support for the amendment can be found in the Applicant’s specification. For example, the specification provides that it is possible to use the apparatus ID included in the certificate of the main apparatus or another ID associated with the main apparatus. See, specification, page 56, lines 26-28. Moreover, this amendment incorporates the features of the cancelled dependent Claim 26. While Claim 26 was rejected, the Office Action provided no specific reason for the rejection.

With respect to claims 23 and 24, Takayama fails to cure the deficiencies in Ribes in light of the amendment. Neither Ribes or Takayama disclose or suggest an account managed by using an apparatus ID included in a certificate or using an ID associated with said apparatus ID. Furthermore, since Ribes fails to disclose a payment notification process, there would be no reason for one of ordinary skill in the art to combine Takayama with Ribes since Takayama discloses a private electronic value bank system.


Accordingly, Applicants respectfully submit that the obviousness rejection with respect to claims 23 and 24 be withdrawn.

For the foregoing reasons, Applicants respectfully request reconsideration of the above-identified patent application and earnestly solicit an early allowance of same.

Respectfully submitted,

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Dated: July 11, 2008